

# EXHIBIT R

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*Attorneys for Plaintiff*  
ORACLE AMERICA, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ORACLE AMERICA, INC.

Plaintiff,

v.

GOOGLE INC.

Defendant.

Case No. CV 10-03561 WHA

**PLAINTIFF'S NOTICE OF  
DEPOSITION OF GOOGLE INC.,  
PURSUANT TO FED. R. CIV. P. 30(b)(6)**

PLAINTIFF'S NOTICE OF RULE 30(B)(6)  
DEPOSITION OF GOOGLE INC.  
CV 10-03561 WHA

1 TO DEFENDANT GOOGLE INC., AND ITS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that pursuant to Rules 26(a) and 30(b)(6) of the Federal Rules  
3 of Civil Procedure, Plaintiff Oracle America, Inc. ("Oracle") will take the deposition of  
4 Defendant Google Inc. ("Google"). Pursuant to Rule 30(b)(6) of the Federal Rules of Civil  
5 Procedure, Google shall designate one or more of its officers, directors, partners, managing  
6 agents, or other persons who consent to testify on Google's behalf and who are the most  
7 knowledgeable with respect to the deposition topics set forth in Attachment A.

8 The deposition will commence on November 13, 2015, or a mutually agreeable date  
9 thereafter, at the offices of Orrick, Herrington & Sutcliffe, 405 Howard Street, San Francisco,  
10 CA, 94105 at 9:30 a.m. each day, before a court reporter or other officer authorized to administer  
11 oaths. The deposition may be recorded by stenographic means, audiotaped, videotaped, and  
12 transcribed using real time interactive transcription such as LiveNote. The deposition will  
13 continue from day to day until completed.

14 At least seven days in advance of the date of deposition, Google is directed to provide to  
15 counsel for Oracle a written designation of the name(s) and position(s) of the person(s)  
16 designated to testify on each of the following topics.

17 Oracle hereby reserves the right to notice and depose Google pursuant to Rule 30(b)(6) of  
18 the Federal Rules of Civil Procedure at a later date on other subject matters.

19  
20 Dated: November 2, 2015

KAREN G. JOHNSON-MCKEWAN  
ANNETTE L. HURST  
GABRIEL M. RAMSEY  
PETER A. BICKS  
LISA T. SIMPSON  
Orrick, Herrington & Sutcliffe LLP

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23  
24 By: /s/ Lisa T. Simpson  
Lisa T. Simpson  
Attorneys for Plaintiff  
ORACLE AMERICA, INC.

**ATTACHMENT A**

**DEFINITIONS**

1. “GOOGLE” or “YOU” or “YOUR” means Google Inc., and all of its corporate locations, predecessors, affiliates (including all entities under the control of Alphabet Inc.), successors, subsidiaries, divisions or parts thereof, parent holding companies, including without limitation Alphabet Inc., and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, and others acting on its behalf.
2. “ANDROID” means “the Android Platform” and “Android” as referred to in GOOGLE’S pleadings and 2014 10-K and includes any VERSIONS thereof (as defined below), any other works derived from Android, and any related public or proprietary source code, executable code, documentation, and GOOGLE ANDROID devices.
3. “VERSION” or “VERSIONS” means any individually named iteration of ANDROID in existence or under development, whether released or unreleased.
4. “JAVA PLATFORM” refers to the Java programming language, the Java compiler, the Java Virtual Machine, the Java Development Kit, the Java Runtime Environment, the Just-In-Time compiler, Java class libraries, Java application programming interfaces, and Java specifications and reference implementations, or any version or portion thereof, including without limitation the platform discussed by the Federal Circuit in *Oracle Am., Inc. v. Google Inc.*, 750 F.3d 1339 (Fed. Cir. 2014).
5. “DOCUMENT” or “DOCUMENTS” shall have the broadest possible meaning permitted by Federal Rules of Civil Procedure 26 and 34 and relevant case law, and includes all tangible things, all originals (or, if originals are not available, identical copies thereof), all non-identical copies of a document, all drafts of final documents, all other written, printed, or recorded matter of any kind, and all other data compilations from which information can be obtained and translated if necessary, that are or have been in YOUR actual or constructive possession or control, regardless of the medium on which they are produced, reproduced, or stored (including without limitation computer programs and files containing any requested information), and any

1 recording or writing, as these terms are defined in Rule 1001 of the Federal Rules of Evidence.  
2 Any document bearing marks, including without limitation, initials, stamped initials, comments,  
3 or notations not a part of the original text or photographic reproduction thereof, is a separate  
4 document.

5 6. “WEARABLES” means wearable technology including without limitation watches,  
6 activity trackers, head bands, wrist bands, gloves, shoes, head phones, eye glasses, hats, jewelry,  
7 virtual/augmented reality headsets and devices, ear pieces, adhesive strips, clip on devices,  
8 collars, leashes, and other wearable clothing and accessories containing embedded electronic  
9 devices.

10 7. “AUTOMOTIVE PRODUCTS” means automotive technology including without  
11 limitation in-car displays, media players, global positioning systems, engine control units, tire and  
12 other system sensors, battery management systems, suspension systems, security systems,  
13 communications systems, camera and video systems, fuel systems, autonomous driving systems,  
14 and other technologies embedded in automobile components.

15 8. “IOT DEVICES” means devices containing embedded electronics with network  
16 connectivity including without limitation televisions, set-top boxes, media streaming devices that  
17 connect to televisions or set-top boxes, media players, gaming consoles, home automation  
18 technology, thermostats, smoke detectors, and household appliances (including without limitation  
19 refrigerators, microwaves, washing machines, and air conditioners).

20 9. “GOOGLE APPLICATIONS” means any software designed to run on, rely on, interface  
21 with, port to, or otherwise make use of ANDROID, including without limitation applications such  
22 as Google Search, Google Maps, Gmail, Google Talk, Google Hangouts, Google Docs, Google  
23 Translate, Google Play, Google Now on Tap, YouTube, Android Market, and any software  
24 installed in ANDROID WEARABLES, AUTOMOTIVE PRODUCTS, or IOT DEVICES.

25 10. “GOOGLE SERVICES” means applications, services, software, updates and functionality  
26 offered by Google to be deployed in connection with or used for development in connection with  
27 ANDROID devices or other device platforms, including but not limited to services called  
28

1 “Google Services,” “Google Mobile Services,” and “Google Play Services” and where such  
2 services may include, but are not limited to one or more of Gmail, Chrome, Google+, Google  
3 Maps, YouTube, Google Docs, Google Translate, Waze, Google Search, Google Talk, Google  
4 Hangouts, Google Play, Google Now on Tap, Android Market, and any software installed in  
5 WEARABLES, AUTOMOTIVE PRODUCTS, IOT DEVICES, Google at Work, Arc Welder,  
6 Brillo, or Weave, or other similar or related applications.

**DEPOSITION TOPICS**

1. Financial information related to GOOGLE since January 1, 2010, including:

(a) all mobile and non-mobile revenue that YOU have earned;

(b) the amount and types of revenue that YOU have earned directly or indirectly from the exploitation of ANDROID;

(c) how GOOGLE accounts for such revenue, the sources of data relevant to calculating such revenues, and the companies, divisions, departments, and business units that derive such revenue;

(d) all costs that GOOGLE contends are attributable, in whole or in part, to the creation, development, marketing, distribution or other exploitation of ANDROID, how GOOGLE accounts for such costs, and the sources of data used to calculate such costs;

(e) the existence and content of all regularly generated reports, summaries, dashboards, or other DOCUMENTS discussing revenues, profits, losses, expenses, costs, assets and liabilities associated with ANDROID, including without limitation hardware sales, advertising on ANDROID devices, licensing fees, GOOGLE SERVICES, and all GOOGLE APPLICATIONS or third party applications available through the Google Play Store, and the identities of the business units and persons responsible for creating, maintaining, and using such DOCUMENTS;

(f) the existence, contents, and usage of any financial projections or forecasts relating to ANDROID, including projections as to usage, installed base, revenue per device or user, the projected lifetime value of any customer, total or annual revenue, profit and cost of sales, operating expenses, and profits;

(g) all costs and/or all revenue share payments made to or received from mobile carriers and/or original equipment manufacturers ("OEMs"); and

(h) all costs that GOOGLE has incurred (including without limitation all payments it has made) in connection with its agreement with Apple Inc. through which Apple Inc. directs search or other requests for information to GOOGLE.

1 2. A comprehensive description of all plans, product roadmaps, strategies, functions, markets,  
2 devices, and goods or services now or in the future planned to be in any way associated with  
3 ANDROID and/or any part thereof.

4 3. Google Play Services, including the nature, purpose and operation of Google Play  
5 Services, your licensing, marketing, advertising, or distribution thereof, and any costs, expenses  
6 or revenue associated with Google Play Services.

7 4. All methods of distribution and/or licensing of ANDROID or its components, including  
8 all terms of any licenses or distribution agreements.

9 5. YOUR negotiations, agreements or contracts with OEMs or mobile carriers pertaining to  
10 distribution, sales, use, service, marketing or development of GOOGLE SERVICES or GOOGLE  
11 applications for non-ANDROID operating systems, including the actual or anticipated impact of  
12 such agreements or contracts on GOOGLE's business including its revenues, expenses,  
13 profitability, market share, query volume, and/or Traffic Acquisitions Costs.

14 6. The effect of ANDROID on, or its relationship to, GOOGLE's other businesses, including  
15 valuations and appraisals that reflect GOOGLE's assessment of the value of ANDROID to  
16 GOOGLE, including without limitation any such assessments performed in connection with  
17 GOOGLE's reorganization into Alphabet Inc.

18 7. All GOOGLE customs, procedures and/or policies for evaluating, prior to release, its  
19 proposed products, and the proposed methods of marketing and distribution thereof, to ensure  
20 compliance with all applicable laws and standards, including without limitation compliance with  
21 any applicable industry standards, and including GOOGLE's process for evaluating all  
22 ANDROID releases, if any, in accordance with such customs, procedures and/or policies.

23 8. All enforcement of intellectual property interests, of any kind, against ANDROID whether  
24 directed to GOOGLE, mobile carriers, OEMs or other members of the Open Hand Set Alliance,  
25 and any payment by YOU, mobile carriers, OEMs, members of the Open Handset Alliance or  
26 anyone else resulting of any assertion of intellectual property against ANDROID.



1 9. The nature of any APIs developed and distributed by GOOGLE, including without  
2 limitation:

3 (a) whether GOOGLE regards, or has expressed the view that, any or all of such APIs  
4 as creative;

5 (b) whether GOOGLE has ever expressed the view that all or any of its APIs are  
6 protected by copyright law; and

7 (c) whether GOOGLE protects the copyright value of its APIs, including through a  
8 license or by any other means.

9 10. All commercially acceptable, non-infringing substitutes to all or any of the 37 JAVA API  
10 PACKAGES used in ANDROID, all reasons for YOUR conclusion that such substitutes are  
11 commercially acceptable and non-infringing, and all reasons YOU did not use such substitutes in  
12 ANDROID.

**PROOF OF SERVICE**

I am over the age of eighteen years and not a party to the within-entitled action. My business address is Orrick, Herrington & Sutcliffe LLP, 51 West 52nd Street, New York, NY 10019. On November 2, 2015, I served the following document:

**PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT  
GOOGLE INC., PURSUANT TO FED. R. CIV. P. 30(b)(6)**

on the interested parties in this action by electronic service [Fed. Rule Civ. Proc. 5(b)] by electronically mailing a true and correct copy, pursuant to Google's counsel's email dated August 24, 2015, to the following listserv:

DALVIK-KVN@kvn.com

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

Executed on November 2, 2015 at New York, New York.

/s/ Hannah Junkerman  
Hannah Junkerman